IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA

IN RE:	)	
	)	
CHRISTOPHER DAWAN ELDRIDGE,	)	Case No. 19-12443
	)	
Debtor.	)	

ORDER DENYING MOTION TO RECONSIDER

This case is before the court on the motion to reconsider (doc. 70) filed by the debtor Christopher Dawan Eldridge ("Mr. Eldridge" or "the debtor") related to the court's order (doc. 68) sustaining the objections to confirmation and granting the motion to determine applicability of stay filed by TitleMax of Alabama, Inc. ("TitleMax"). The facts underlying the dispute between Mr. Eldridge and Titlemax over a 2002 Jeep Cherokee are set out in the court's order (doc. 68) and incorporated by reference herein. For the reasons discussed below, the court denies the motion to reconsider.

The court considers the motion under Federal Rule of Civil Procedure 59(e) made applicable here by Federal Rule of Bankruptcy Procedure 9023. *See, e.g.*, *In re Moorer*, 544 B.R. 702, 704 (Bankr. M.D. Ala. 2016); *In re Trout*, 414 B.R. 916, 922 (Bankr. S.D. Ga. 2009). Whether to grant a Rule 59(e) motion is left to the sound discretion of the court. *See, e.g.*, *In re Breland*, No. 16-2272-JCO, 2017 WL 2683980, at *2 (Bankr. S.D. Ala. June 21, 2017). "Reconsideration is characterized as an 'extraordinary' remedy that the court should employ 'sparingly.'" *Strawser v. Strange*, 190 F. Supp. 3d 1078, 1084 (S.D. Ala. 2016) (citation omitted).

"Generally[,] courts have recognized three grounds that justify reconsidering an order: (1) an intervening change in controlling law; (2) the availability of new evidence; and (3) the need to correct clear error or [prevent] manifest injustice." *Id.*; *see also In re Breland*, 2017 WL

2683980, at *2; *In re Moorer*, 544 B.R. at 704. Mr. Eldridge does not argue that there has been a change in the law or that any new evidence is available,[1] so he must demonstrate a need to correct clear error or prevent manifest injustice. He has not done so.

Mr. Eldridge raises arguments previously raised and rejected by this court related to the the Alabama Pawnshop Act. *See, e.g., Johnson v. Mobile Infirmary Ass'n*, 306 F.R.D 697, 699 (S.D. Ala. 2015) ("[M]otions to reconsider may not be used to relitigate old matters, or to raise arguments or present evidence that could have been raised prior to the entry of [the order]. . . . Rule 59(e) motions do not afford an unsuccessful litigant 'two bites at the apple.'") (citation and quotation marks omitted). The court already considered his argument that the transactions at issue do not meet the definition of a pawn transaction and determined that that argument lacked merit and would not alter the result reached in this case.

In particular, the Pawnshop Act defines a "pawn transaction" as "[a]ny loan on the security of pledged goods or any purchase of pledged goods on condition that the pledged goods are left with the pawnbroker and may be redeemed or repurchased by the seller for a fixed price within a fixed period of time." Ala. Code § 5-19A-2(3). Mr. Eldridge argues that by waiving forfeiture, the transactions "were neither for a fixed price nor a fixed period of time and by default became a transaction for an indefinite price and indefinite period of time." (Mot. to reconsider, doc. 70, at 1). He contends that this take the transactions outside of the purview of the Act.

The court is again not persuaded by this argument. The evidence before the court was that all of the pawn transactions were for a 30-day fixed period of time. *See, e.g., Cosby v. Cash Pawn Shop, Inc.*, 702 So. 2d 175, 176 (Ala. Civ. App. 1997) ("The 30-day period is a 'fixed

[1] Indeed, the underlying facts were largely undisputed.

period of time' as required by the Act."). That TitleMax elected to waive automatic forfeiture after the statutory redemption period expired and allow Mr. Eldridge to voluntarily enter into a new pawn transaction – also for a 30-day fixed period of time – does not change that. Similarly, the evidence was clear that each pawn transaction was for a fixed price. As discussed in the court's order, the new pawnshop charge Mr. Eldridge incurred when he entered into a new pawn transaction is permissible under the Pawnshop Act. (*See* doc. 68 at 5). Finally, TitleMax did not charge interest above what was allowed by the Pawnshop Act, unlike the pawnshop in *In re Spinner*, 398 B.R. 84 (Bankr. N.D. Ga. 2008), relied on by Mr. Eldridge.

Regardless, "[t]he Pawnshop Act specifies only two actions that would void a transaction." *See In re Thompson*, 609 B.R. 443, 450 (Bankr. M.D. Ala. 2019). Those actions are charging excessive interest and making a pawn transaction without a license, neither of which are applicable here. *See id.* The court thus denies the motion to reconsider and orders the debtor to comply with its previous order to file an amended chapter 13 plan removing the 2002 Jeep Cherokee.

Dated: February 20, 2020

HENRY A. CALLAWAY
CHIEF U.S. BANKRUPTCY JUDGE